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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF WASHINGTON

10 STARLA BRAHAM,

11 Plaintiff, NO. CV-10-385-EFS

12 vs.

13 ANSWER TO COMPLAINT

14 AUTOMATED ACCOUNTS, INC., a
15 Washington Corporation, and
16 MICHELLE DOE and JOHN DOE,
husband and wife, and the marital
community comprised thereof,

17 Defendants.

18 COMES NOW the above-named Defendant, Automated Accounts, Inc., a
19 Washington Corporation, by and through its attorney, the undersigned, and does
20 herein answer the Complaint of the Plaintiff as follows:

21 1. Defendant Automated Accounts, Inc. admits that the above-entitled
22 court has jurisdiction and therefore admits to paragraph 1 of Plaintiff's Complaint.
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24

25 ANSWER TO COMPLAINT AND COUNTERCLAIM
Page 1

THOMAS MILBY SMITH, INC., P.S.
ATTORNEY AT LAW
P.O. Box 1360
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1 2. Defendant Automated Accounts, Inc. denies each and every allegation
2 paragraph 2 of Plaintiff's complaint and affirmatively asserts that all material times
3 hereto no violation of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 has
4 been committed by the corporation or its agents and employees and that no improper
5 or illegal effort to collect a consumer debt has occurred.
6

7 3. Defendant Automated Accounts, Inc. admits the venue in the above-
8 entitled court is proper, and therefore admits the allegations stated in paragraph 3 of
9 Plaintiff's Complaint.
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11 4. Defendant Automated Accounts, Inc. admits the allegations contained in
12 paragraph 4 of Plaintiff's Complaint.
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14 5. Defendant Automated Accounts, Inc. admits the allegations contained in
15 paragraph 5 of Plaintiff's Complaint.
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17 6. For all times material hereto Defendant Automated Accounts, Inc.
18 employed a person known as Michelle Bull who the Plaintiff may have referred to as
19 "Michelle Doe". Except as stated herein Defendant denies each and every allegation
20 contained in paragraph 6 of the Plaintiff's Complaint. Michelle Bull has not been
21 personally served, and thus, the above-entitled court does not have *in personam*
22 jurisdiction concerning Michelle Bull.
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1 7. Defendant Automated Accounts, Inc. is unable to ascertain which
2 “financial obligation” Defendant refers to, and thus, lacking insufficient information,
3 must deny all allegations contained in paragraph 7 of Plaintiff’s complaint. However,
4 Plaintiff was assigned two accounts for collection debts owed by Starla Braham
5 and/or Larry Braham, husband and wife, and that all times material hereto properly
6 and lawfully pursued collection of that assigned account. Except as admitted herein
7 Defendant Automated Accounts, Inc. denies the allegations contained in Paragraph 7
8 of Plaintiff’s Complaint.
9

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11 8. Defendant Automated Accounts, Inc. denies each and every allegation
12 contained in paragraph 8 of Plaintiff’s Complaint. Plaintiff affirmatively agreed that
13 she owed the two debts assigned to Defendant for collection and admitted liability for
14 each account and Plaintiff agreed to and made payments on the obligations assigned
15 to Automated Accounts, Inc... Plaintiff’s conduct and payments to Automated
16 Accounts, Inc. constituted an acknowledgement of responsibility for the debt
17 assigned to Defendant.
18

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20 9. Defendant Automated Accounts, Inc. is without information to know
21 specifically which “debt” the Plaintiff is referring to and is not familiar with the term
22 “consigned” as stated by Plaintiff in paragraph 9 of Plaintiff’s Complaint and
23 Defendant denies each and every allegation contained therein. However, two debts
24

1 owed by Plaintiff were assigned to Defendant for collection against Plaintiff.
2 Defendant is not familiar with the use of the term "consigned" and therefore cannot
3 respondent without further information. Except as stated herein, Defendant deny each
4 and every allegation contained in paragraph 9 of Plaintiff's Complaint
5

6 10. Defendant Automated Accounts, Inc. admits the allegations contained in
7 paragraph 10 of Plaintiff's Complaint. Affirmatively, Defendant did not use the
8 credit card for payment unless each payment was previously authorized by Plaintiff.
9

10 11. Defendant Automated Accounts, Inc. denies each and every allegation
11 contained in paragraph 11 of Plaintiff's Complaint. Plaintiff statement in her
12 complaint paragraph 11 is not consistent with Plaintiff's statements to an employee of
13 Automated Accounts.
14

15 12. Defendant Automated Accounts, Inc. admits that Plaintiff called
16 Defendant Automated Accounts and authorized Automated Accounts, Inc. to use her
17 credit card for the purpose of making the agreed October 2009 payment of \$200 on
18 the account. The payment was declined due to insufficient funds. Thus, no payment
19 occurred. Except as otherwise admitted herein, Defendants deny each and every
20 allegation contained in paragraph 12 of Plaintiff's Complaint.
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1 13. Defendant denies the allegations contained in Paragraph 13 of
2 Plaintiff's complaint. The contact by Defendant's employee was for the purpose of
3 getting the October payment made by Plaintiff.

4 14. Defendant Automated Accounts, Inc. admits the allegations contained in
5 paragraph 14 of Plaintiff's Complaint.
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7 15. Defendant Automated Accounts, Inc. denies each and every allegation
8 contained in paragraph 15 of Plaintiff's Complaint.
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10 16. Defendant Automated Accounts, Inc. denies each and every allegation
11 contained in paragraph 16 of Plaintiff's Complaint.

12 17. Defendant Automated Accounts, Inc. admits the allegations contained in
13 paragraph 17 of Plaintiff's Complaint.
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15 18. Defendant Automated Accounts, Inc. admits the allegations contained in
16 paragraph 18 of Plaintiff's Complaint.

17 19. Defendant admits that a garnishment is not proper until after a judgment
18 is obtained. Except as stated, Defendant Automated Accounts, Inc. denies the
19 allegations contained in paragraph 19 of Plaintiff's Complaint. No person at
20 Automated Accounts, Inc. at any time made any statement or gave any implication to
21 Plaintiff that a garnishment would occur prior to the institution of legal process or
22 prior to obtaining a judgment. Defendant employee informed Plaintiff that because
23
24

1 of not making her agreed monthly payment, the employee would be referring the
2 debts for legal process. It was the Plaintiff that initiated the subject of garnishment
3 upon learning of the intended referral for legal process and inquired of the
4 Defendant's employee if her wages would be garnished. In response thereto the
5 Defendant's employee informed plaintiff that garnishment is a part of the legal
6 process. That Plaintiff was at all material times hereto fully aware that a
7 garnishment could not and would not be instituted prior to Defendant first having
8 obtained a Judgment against Plaintiff.
9
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11 20. Defendant Automated Accounts, Inc. admits the allegations contained in
12 paragraph 20 of Plaintiff's Complaint.

13 21. Defendant Automated Accounts, Inc. denies each and every allegation
14 contained in paragraph 21 of Plaintiff's Complaint.
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16 22. Defendant Automated Accounts, Inc. denies each and every allegation
17 contained in paragraph 22 of Plaintiff's Complaint.
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19 23. Defendant Automated Accounts, Inc. denies each and every allegation
20 contained in paragraph 23 of Plaintiff's Complaint.

21 24. Defendant Automated Accounts, Inc. denies each and every allegation
22 contained in paragraph 24 of Plaintiff's Complaint.
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1 25. Defendant Automated Accounts denies each and every allegation
2 contained in paragraph 25 of Plaintiff's Complaint.

3 26. Defendant Automated Accounts, Inc. denies each and every allegation
4 contained in paragraph 26 of Plaintiff's Complaint, but admits that Michelle Bull was
5 at all times material hereto an employee of Defendant Automated Accounts, Inc.
6

7 27. Defendant Automated Accounts, Inc. denies each and every allegation
8 contained in paragraph 27 of Plaintiff's Complaint, but admits that Michelle Bull
9 was/is for all material times hereto an employee of Defendant Automated Accounts,
10 Inc. and authorized by Automated Accounts, Inc. to collect consumer debts on behalf
11 of Defendant Automated Accounts, Inc...
12

13 28. Defendant Automated Accounts, Inc. denies each and every allegation
14 contained in paragraph 28 of Plaintiff's Complaint.
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16 29. Defendant Automated Accounts, Inc. denies each and every allegation
17 contained in paragraph 29 of Plaintiff's Complaint.
18

19 30. Defendant Automated Accounts, Inc. admits that pursuant to law,
20 Plaintiff is entitled to demand a trial by jury under the Fair Debt Collection Practices
21 Act.
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23 31. Defendant Automated Accounts, Inc. denies each and every allegation
24 contained in paragraph 31 of Plaintiff's Complaint.
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1 32. Defendant Automated Accounts, Inc. denies each and every allegation
2 contained in paragraph 32 of Plaintiff's Complaint.

3 33. Defendant Automated Accounts, Inc. denies each and every allegation
4 contained in paragraph 33 of Plaintiff's Complaint.

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6 34. Plaintiff has instituted the aforementioned lawsuit against Defendant
7 Automated Accounts, Inc., and the same is groundless and unfounded. Defendant
8 Automated Accounts, Inc. believes that said lawsuit has been instituted without good
9 faith and without probable cause and with the intent to harass or otherwise adversely
10 affect Automated Accounts, Inc. all contrary to and violates the provisions of 15
11 USC 813 (a) (3). Defendant Automated Accounts, Inc. has suffered damages, which
12 include, but are not limited to, attorney's fees and costs and use of time and labor of
13 employees to defend against the claim of the Plaintiff in the above-entitled cause, and
14 Defendant Automated Accounts, Inc. is entitled to have its attorney's fees, costs, and
15 other general damages, which shall be proven at the time of trial, awarded to it and
16 have judgment entered over and against the Plaintiff for all those attorney's fees,
17 costs, and general and special damages, as may be proven at the time of trial.
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21 WHEREFORE, Defendant Automated Accounts, Inc. prays that the judgment
22 be entered against the above-named Plaintiff as follows:
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1. That all of the claims of the Plaintiff as stated in Plaintiff's Complaint be dismissed with prejudice and that the Plaintiff recover no statutory or general damages or attorney's fees and costs; and

2. That the Defendant Automated Accounts, Inc. have judgment over and against the above-named Plaintiff for reasonable attorney's fees, costs and other general and special damages as may be proven at the time of trial, all in substantial amounts against the Plaintiff; and

3. For such other and further relief as the court may deem just and equitable in the cause.

DATED this_17th day of December, 2010.

/s/ Thomas M. Smith

Thomas M. Smith, WSBA #0687
Attorney for Defendant Automated Accounts, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of December 2010, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

Kirk D. Miller: kmiller@millerlawspokane.com

and I hereby certify that I have mailed by United States Postal Service the document to the following non-CM\ECF participant: n/a

/s/ Thomas M. Smith